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January 31, 2017

Ms. Jocelyn Boyd Chief Clerk Public Service Commission of SC Post Office Drawer 11649 Columbia, South Carolina 29211

Re: Amendment to the One Way Paging Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and CoastCom, Inc., Pursuant to

Sections 251 and 252 of the Telecommunications Act of 1996

Docket No.

Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and CoastCom, Inc. ("CoastCom") submit to the South Carolina Public Service Commission the Amendment to their One Way Paging Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T and CoastCom within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,

Richard T. Howell

Richard T. Howell/mp

RTH/mr Attachment

cc: James E. McDaniel

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA

AND

COASTCOM, INC.



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Signature: eSigned - Tom Walters	Signature: eSigned - William Bockelman					
Name: <u>eSigned - Tom Walters</u> (Print or Type)	Name: eSigned - William Bockelman (Print or Type)					
Title: NA (Print or Type)	Title: DIR-INTERCONNECTION AGREEMENTS (Print or Type)					
Date: <u>11 Jan 2017</u>	Date: 11 Jan 2017					
CoastCom, Inc.	BellSouth Telecommunications, LLC d/b/a AT& SOUTH CAROLINA by AT&T Services, Inc., it authorized agent					

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Version: 11/17/16

AMENDMENT TO THE AGREEMENT BETWEEN COASTCOM, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and CoastCom, Inc. ("CMRS Provider" or CoastCom, Inc."), shall apply to the States of South Carolina. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **DEFINITIONS**

- "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
- "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
- 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
- 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&Tand delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither

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originates nor terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.

- 3. Effective July 1, 2017 (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
- 4. This Amendment is not applicable to Transit Traffic.
- 5. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
- 6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
- 7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 10. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
		Local Interconnection (Call Transport and								
W2	SC	Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00)		MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk